

12/12/02

Register No. 19200
File No. IV/2578
Serial No. 728

12.12.02

अविनाश सक्सेना,
अपर मुख्य न्यायिक मजिस्ट्रेट, कक्ष सं. 7,
बरेली।

13/12/02

13.12.02

18.12.02

Request-123

DR(M)

सेवा में,

श्री कैलाश प्रसाद,
उप निवन्धक,
उच्च न्यायालय,
इलाहाबाद।

द्वारा, माननीय जजपद चापापीठा बरेली

विषय: माननीय उच्च न्यायालय द्वारा दिये गये अग्रिम से वाहन क्रय
कर लेने के संबंध में,

Information regarding
mortgage deed is noted. It
is proposed that the same
be handed over to Mr. A.K.
Saxena for dealing with
same in terms of sub
rule 24 of G.S.C. rule 1952
A.S. Saxena
18.12.02

Approved.
19.12.02
DR(M)

5291
S.O. Admin. H/A-1

सन्दर्भ- आपके द्वारा प्रेषित पत्र सं. 14982/IV -2578/एडमिन०ए०
दिनांकित अक्टूबर 9, 2002 के संबंध में,

महोदय,

उपरोक्त संदर्भित विषय के संबंध में मुझे आपको यह अवगत
कराना है कि मेरे द्वारा उक्त पत्र के माध्यम से दिये गये अग्रिम एवं
स्टेट बैंक आफ इंडिया बरेली द्वारा दो लाख पचास हजार रुपये
ऋण लेने के उपरान्त दिनांक 30. 10. 2002 को हुन्डई सैन्ट्रो कार
खरीद ली गयी है।

इस पत्र के साथ फार्म सं. 25, 25ए, वाहन क्रय रसीद,
वीमा कवर नोट आपके अवलोकनार्थ एवं उचित कार्यवाही हेतु प्रेषित
किये जा रहे हैं।

सादर

महोदय,

अविनाश सक्सेना
अपर मुख्य न्यायिक मजिस्ट्रेट
कक्ष सं. 7, बरेली।

दिनांक: 28. 11. 2002

OFFICE OF THE DISTRICT JUDGE
BAREILLY
No. 1715/XY DATED 29-11-2002

Forwarded
DISTRICT JUDGE
BAREILLY

DR(M)
18/11/02

DR(M)
19/11/02

Request-123

[See CHAPTER XI, PARAGRAPH 245-N (3),

Form of Mortgage Bond for Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped Advance

THIS INDENTURE made this _____ day of _____ corresponding to Saka Samvat _____

BETWEEN AVINASH ARSENA son of Shri. R. D. Saxena resident of 9 Deeksha Newkatsa, (designation) Addl. C.M. Bareilly (hereinafter called "the Borrower") of the one part and THE GOVERNOR OF UTTAR PRADESH (hereinafter called "the Governor") of the other part.

WHEREAS, the Borrower has applied/applied for and has been granted an advance of Rupees Eighty Thousand/- to purchase Personal/Computer/Motor Car/Boat/Cycle/Scooter/Moped on the terms of paragraph 245/246 of the Account Rules of the Government of Uttar Pradesh (hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or addition thereto for the time being in force) AND WHEREAS one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped to the Governor as security for the amount sent to the Borrower,

AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped particulars whereof are set out in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Governor the sum of Rs. EIGHTY THOUSANDS aforesaid by equal payment of Rs. EIGHT HUNDRED THIRTY only for 96 months each on the first day of every month and will pay interest on the sum for the time remaining due and owing calculated according to the said Rules and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Rules, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Governor the Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped the particulars whereof are set in the Schedule hereunto written by way of security for the said advance and the interest thereon as required by the said Rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped and that the same is his absolute property and that he has not pledged and, so long as any money remain payable to the Governor in respect of the said advance will not sell, pledge, or part with the property in or possession of the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped, PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the borrower shall die or at any time cease to be in the service or if the Borrower shall sell or pledge or part with the property in or possession of the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgment against the Borrower the whole the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Governor may on the happening of any of the events hereinafore mentioned seize and take possession of the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped and either remain in possession thereof without removing the same or else may remove and sell the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped either by public auction or private contract and may out of the proceeds retain the balance of the said advance the remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred on made in maintaining, defending or realizing his rights hereunder and shall pay over the surplus if any, to the Borrower, his executors, administrators or personal representative PROVIDED FURTHER

that the aforesaid power of taking possession or selling of the said Personal Computer/Motor Car/Boat/ Cycle/Scooter/Moped shall not prejudice the right of the Governor, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Personal Computer/ Motor Car/Boat/Cycle/Scooter/Moped being sold the amount by which the net sale proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Governor he, the Borrower, will insure and keep insured the said Personal Computer/ Motor Car/Boat/Cycle/Scooter Moped against loss or damage by fire, theft or accident, with an Insurance Company to be approved by the Accountant-Generar, Uttar Pradesh, and will produce evidence to the satisfaction of the Accountant-General that the Motor Insurance Company with whom the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped is insured have received notice, that the Governor is interested in the Policy AND the Borrower hereby further agrees that he will not permit or suffer the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage of accident happening to the said Personal Computr/Motor Car/Boat/Cycle/Scooter/ Moped the Borrower will forthwith have the same repaired and made good AND the Borrower hereby also agrees and declares that the Governor may, on the certificates of the Secretary to the State Government in the Administrative Department which shall be final, conclusive and binding on the Borrower, recover all dues hereunder as arrears of land revenue.

IN WITNESS whereof the said

(Borrower) hath hereunto set his hand the

day and the year first above written.

THE SCHEDULE

Description of Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped

Maker's name HYUNDAI SANTRO

Description. SANTRO LS-11 Metallic

Number of cylinders.

Engine number. G 4 HD2B 55814

Chassis number MALAB 51 HR 2 M 277427

Cost price Rs 3,69,506/-

Signed by the Borrower.

Kakshana
[Signature]

Two witnesses (1) in the presence of :-

Address [Signature]

Occupation ACM to Bly

(2) and of Pragya Insam

Address Clerical

Occupation to ACM to Bly
Service

NOTE. Please score out those not applicable.

PSUP. A. P. 156 [Sa. Vitta 18-12-89 (2941) 1989 12,000 (E).

Request-123

FORM NO. 25-A

[See CHAPTER XI PARAGRAPH 245-N (2).

Form of agreement to be executed at the time of drawing an advance for the purchase of Personal Computer/motor/Car/Boat/Cycle/Scooter/ Moped

AN AGREEMENT MADE:..... day of.....

one thousand nine hundred and..... corresponding to Saka Samvat.

BETWEEN Sri. Avinash Saksena son of ... Shri R. D. Saksena...

residence of 9 Dilkusha New Katsa (designator) ... Adal C.T.M. Banily, Allahabad

(hereinafter called the Borrower, which expression shall include his legal representatives and assignees) of the one part and THE GOVERNOR OF UTTAR PRADESH (hereinafter called the Governor) of the other part WHEREAS the Borrower has under the provisions of the Account Rules of the Government of Uttar Pradesh (hereinafter referred to as 'the said Rules, which expression shall include any amendments there of for the time being in force) applied to the Governor for a loan of Rs. 20,000/- (Rupees EIGHTY THOUSANDS ONLY) for the purchase of a personal Computer/Motor Car/Boat/Cycle/Scooter/Moped and the Governor has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained NOT IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs. 20,000/- paid by the Governor to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Governor (1) to pay the Governor the said amount with interest calculated according to the said Rules by monthly deductions from his salary as provided for by the said Rules and hereby authorizes the Governor to make such deductions and (2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped or if the actual price paid is less than the loan to repay the difference to the Governor forth with and (3) to execute a document hypothecating the said Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped to the Governor as security to the amount lent to the Borrower as interest in the form provided by the said Rules AND IT IS HEREBY LASTLY AGREED AND DECLARED THAT if the Personal Computer/Motor Car/Boat/Cycle/Scooter/Moped has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable AND the Borrower doth hereby agree and declare that the Governor may, on the certificate of the Secretary to the State Government in the Administrative Department, which shall be final, conclusive and binding on the Borrower recover all dues hereunder as arrears of land revenue.

IN WITNESS whereof the Borrower has hereunto set his hand the day and year first before written.

In the presence of-

- 1. [Signature] Address, [Address] Occupation, [Occupation]
2. [Signature] Address, [Address] Occupation, [Occupation]

Signed by the said.

[Signature] Saksena

Request-123

युनाइटेड इण्डिया इश्योरेंस कम्पनी लिमिटेड



United India Insurance Company Limited

Regd. & Head Office : 24, Whites Road, Chennai- 600014

मोटर आवरण पत्र लो क्ष० का०

MOTOR COVER NOTE L/R/ AUGUST, 2002 NO.

पंजीकृत एवं प्रथम कार्यालय

24, ह्याइट्स रोड, चेन्नई-600014

जाशिकर्ता कार्यालय :
Issuing Office

149, सिमिन चार्जर्स
वेस्ट हाउस

576425

नीचे निर्दिष्ट प्रारूप 52 में वर्णित बीमा धारक द्वारा उसमें वर्णित वाहन (वाहनों) के सम्बन्ध में बीमा के लिये प्रस्ताव किये जाने पर और प्रीमियम के रूप में रु. की राशि का भुगतान किये जाने पर कम्पनी की पालिसी के सामान्य प्रारूप की शर्तों, जो कि उस पर लागू हों, के अन्तर्गत (नीचे उल्लिखित किन्हीं विशेष शर्तों के अन्तर्गत) जोखिम आवरण तब तक प्रदान किया जाता है, जब तक कि आवरण, कम्पनी द्वारा लिखित में नोटिस देकर निरस्त न किया जाये, जिस मामले में तदन्तर ये बीमा समाप्त हो जायेगा और प्रीमियम का आनुपातिक भाग जो कि ऐसे बीमे हेतु देय होगा, उस अवधि के लिये प्रभारित किया जायेगा जिस अवधि तक के लिये कम्पनी ने जोखिम प्रदान किया था।

The Insured described in form 52 referred to below, having proposed for insurance in respect of Motor Vehicle (s) described there in and having paid the sum of Rs. as premium, the risk is hereby held covered under the terms of the company's usual form of Policy applicable there to (subject to any special Conditions mentioned below) unless the cover be terminated by the company by notice in writing in which case the insurance will there upon cease and proportionate part of the premium otherwise payable for such insurance shall be charged for the time Company had been at risk.

वाहन की बनावट और पंजीकरण संख्या Make & Registration Number of the Vehicle	निर्माण वर्ष Year of Mfg.	घन क्षमता Cubic Capacity	अनुज्ञापित चहन क्षमता/वाहन का घुल भार Licensed Carrying Capacity/G.V. Weight		बीमा धारक द्वारा घोषित मूल्य Insured's Declared Value (IDV)		इंजन संख्या Engine Number	चेसिस संख्या Chassis Number
			सामान Gross Vehicle Weight (Goods Carrying Vehicle)	यात्री Passengers Carrying Vehicle	For Vehicle Rs. वाहन का मूल्य	For Accessories not included in Manufacturer's listed selling Price उपसर्गों का मूल्य जो निर्माणकर्ता की अंकित बिक्री मूल्य में शामिल नहीं		
	2002	1086 cc	-	5	382000	364000	55814	27742

अतिरिक्त जोखिम यदि कोई हो तो Additional Risk If any :

विशेष शर्तें Special Condition **STATE BANK OF INDIA**

प्रारूप 52 (देखें नियम 142 (1), मोटर वाहन नियम 1989) FORM 52 (See Rule 142) (1), Motor Vehicle Rule 1989

1. बीमित वाहन का पंजीकरण चिन्ह, संख्या और उसका विवरण
Registration Mark and No. or description of the Vehicle Insured **Hy. Santro LS Foreman Dew Colony**
2. बीमा धारक का नाम और पता
Name and Address of Insured **MR Anish Saxena (A-C. J.m) J-6 Judges Compound Circuit House Colony Bareilly**
3. अधिनियम के प्रयोजन हेतु बीमा आरम्भ होने की तिथि और समय
Effective Date & Time of Commencement of Insurance for the purpose of this Act. **31/10/02 Time 7 P.M. A.M/P.M.**
4. बीमा समाप्त की तिथि तक
Date of expiry of Insurance **To 29/10/03**
5. चालन के पात्र
Persons or Classes of persons entitled to drive **Any person having valid D/L**
6. मोटर वाहनों के उपयोग की सीमायें
Any limitation as to use of Motor Vehicle **संबन्धित वर्ग के वाहनों के अनुकूल जैसा कि पीछे दिया गया है। As applicable to respective class of vehicles as marked Over Leaf.**

प्रीमियम प्राप्त किया / Premium received by : Cash (नकद) / Cheque (चेक) Cheque No. (चेक संख्या) दिनांक / Date
बैंक का नाम / Name of Bank रु. / Rs. को समाप्त होगी।
प्रीमियम गणना / Premium Computation इस आवरण पत्र की वैधता की अवधि दिनांक

Base 11615
3rd Party 600
Driver 2500
Pass 200
Total 12440
692

The period of Validity of this cover note will expire on **29/10/03**
मैं/हम एतद् द्वारा प्रमाणित करता हूँ/करते हैं कि यह आवरण पत्र मोटर अधिनियम 1988 के भाग II के प्राविधानों के अनुसार जारी किया है।
I/we hereby certify that this Cover Note is issued in accordance with the provisions of chapter XI of the Motor Vehicle Act. 1988.
जारी करने की तिथि
समय पूर्वान्ह/अपरान्ह

Date of Issue **30/10/02**
Time **7 P.M. A.M/P.M.**

Authorized Insurer
Request-123
A. J. B. V. Baratti



Natasha Automobiles Pvt. Ltd.

4th Floor, Harbour Road, C.P. Canal, Bareilly.
NATASHA AUTOMOBILES PVT. LTD.
Ph. : 480064, 480065, 480066, 480067, 480068, 480069, 480070, 480071, 480072, 480073, 480074, 480075, 480076, 480077, 480078, 480079, 480080, 480081, 480082, 480083, 480084, 480085, 480086, 480087, 480088, 480089, 480090, 480091, 480092, 480093, 480094, 480095, 480096, 480097, 480098, 480099, 480100

New Vehicle Delivery Note

VIN	MALAB51HR2M277427	D.N No.	A200200416
Name & Address :	AVINASH SAKSENA(A.C.J.M.)	Date	30/10/2002
J-6, JUDGES COMPOUND		Type of Vehicle	PASSENGER CAR
CIRCUIT HOUSE COLONY		Vehicle Code	G14
BAREILLY		Vehicle Desc.	SANTRO LS - II METTALIC
		Color	FOREST DEW
		Chassis No	MALAB51HR2M277427
		Engine No	G4HD2D55014
		Regn.No.	
		Inv.No./Dt.	A200200465 30/10/2002

LIST OF ITEMS

- | | | | |
|-------------------------------------|---|--------------------|---------------------|
| 1. Complete set of Tools | Y | a) Tyre Make | |
| 2. Owner's Manual & Service Booklet | Y | b) Battery Make | |
| 3. Duplicate Key | Y | Battery No | |
| 4. Spare Wheel | Y | c) Key No | R0356 |
| 5. Invoice | Y | d) Hypothecated To | STATE BANK OF INDIA |
| 6. Sale Letter | Y | | |
| 7. RTD Tax paid Challen | N | | |
| 8. Insurance cover plan | N | | |
| 9. Certificate | | | |
| Certificate No | | | |
| Certificate Amount Rs. | | | |

I/We _____ am/are aware that this vehicle should be used only after registration, fitment of number plate & payment of Motor Vehicle tax as per rules of Motor Vehicle Act and I/We shall observe the rules scrupulously. If I/We fail to do so, your firm is absolved of the risk and consequences thereof and I/We alone am/are liable. Prompt attention, operating instructions were given to me/us with courtesy by the dealer's personnel while delivering the vehicle. I/We have taken delivery of the new vehicle in good condition together with records tools and equipment as per maker's specification.

Prepared by :

I have read the conditions listed above

Bhasin
Authorised Signatory

ALL DISPUTES ARE SUBJECT TO
BAREILLY JURISDICTION ONLY. Customer's Signature

Bhasin

Attested

[Signature]
M. S. J. S. V. V.
Bareilly

Request-123



Natasha Automobiles Pvt. Ltd.

HYUNDAI

CST No BE - 5006926
LST No BE - 0040871

4th km, Rampur Road, C.B. Gani, Bareilly
Ph. : 480064, 480065, 480066, 480067, 480068, 480069, 480070, 480071, 480072, 480073, 480074, 480075, 480076, 480077, 480078, 480079, 480080, 480081, 480082, 480083, 480084, 480085, 480086, 480087, 480088, 480089, 480090, 480091, 480092, 480093, 480094, 480095, 480096, 480097, 480098, 480099, 480100

CST Date 08/04/1985
LST Date 08/04/1985

Customer C-9694
MR AVINASH SAKSENA(A.C.J.M.)
J-6, JUDGES COMPOUND
CIRCUIT HOUSE COLONY

Invoice No A200200465
Date 30-10-2002
Delivery Dealer N3202
Order Dealer N3202
Allotment No A200200442
Order No 200210AE0070

Financed By STATE BANK OF INDIA

PARTICULARS	AMOUNT (Rs)	
	Debit	Credit
1) Price Of One SANTRO LS - II METTALIC Vehicle ID No. MALAB51HR2M277427 Chassis No MALAB51HR2M277427 - Engine No G4HD2B55814 - Color FOREST DEW Key No R0356	3,27,716.00	
2) Price Of Accessories		0.00
3) Other Charges		
1 Local Sales Tax	12.00%	39,561.92
2 ACCESORIES	224.00	22.00
4) Receipts		
Rec No Date Mode No Date		
5) Interest accrued on payment w.e.f to 30-10-2002		0.00
for 0 days @ 8.00 % per annum		
6) Tax Deduction at Source		0.00
TOTAL (Debit/Credit) (Rs)	3,69,506.00	0.00
Balance to be collected/refunded (Rounded)	0.00	3,69,506.00

Three Lakh Sixty Nine Thousand Five Hundred And Six Only

Receipt/Refund of Payment :
Vide Cheque/DD/PO No. dated

For NATASHA AUTOMOBILES PVT. LTD.

Signature of Customer

ALL DISPUTES ARE SUBJECT TO
BAREILLY JURISDICTION ONLY
Authorised Signatory

Request-123

Attested
[Signature]
M. C. J. N. V.
Bareilly